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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF ARIZONA**

**Armando Munoz**, an Arizona resident;  
  
Plaintiff,

v.

**Joey’s General Contractor Heating and Cooling, LLC**, an Arizona company; **Luis Redrovan**, an Arizona resident; and **Elizabeth Redrovan**, an Arizona resident;

Defendants.

**Case No.**

**VERIFIED COMPLAINT**

**(Jury Trial Requested)**

Plaintiff Armando Munoz (“**Plaintiff**”), for his Verified Complaint against Defendants Joey’s General Contractor Heating and Cooling, LLC; Luis Redrovan; and Elizabeth Redrovan (“**Defendants**”), hereby alleges as follows:

**NATURE OF THE CASE**

1. Plaintiff brings this action against Defendants for their unlawful failure to pay minimum wage in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (hereinafter “**FLSA**”); A.R.S. §§ 23-362 - 23-364 (“**Arizona Minimum Wage Statute**” or “**AMWS**”); and failure to make timely payment of wages under the Arizona Wage

1 Statute, A.R.S. §§ 23-350 – 23-355 (“**Arizona Wage Statute**” or “**AWS**”).

2 2. This action is also brought to recover minimum wage compensation,  
3 liquidated damages, treble damages, and statutory penalties resulting from Defendants’  
4 violations of the FLSA and AMWS.  
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6 3. This action is also brought to recover unpaid wages, treble damages, and  
7 statutory penalties resulting from Defendants’ violations of the AWS.  
8

9 **JURISDICTION AND VENUE**

10 4. This Court has jurisdiction over the subject matter and the parties hereto  
11 pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

12 5. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) because  
13 all or a substantial part of the acts or omissions giving rise to the claims occurred in the  
14 state of Arizona.  
15

16 6. Plaintiff was employed by Defendants in this District.  
17

18 **PARTIES**

19 7. At all relevant times to the matters alleged herein, Plaintiff Armando Munoz  
20 resided in the District of Arizona.

21 8. Plaintiff Armando Munoz was a full-time employee of Defendants from on  
22 or around July 2, 2021, until on or around October 8, 2021.

23 9. At all relevant times, Plaintiff Armando Munoz was an employee of  
24 Defendants as defined by 29 U.S.C. § 203(e)(1).  
25

26 10. At all relevant times, Plaintiff Armando Munoz was an employee of  
27 Defendants as defined by A.R.S. § 23-362(A).  
28

11. At all relevant times, Armando Munoz was an employee of Defendant Joey’s

1 General Contractor Heating and Cooling, LLC as defined by A.R.S. § 23-350(2).

2 12. Defendant Joey's General Contractor Heating and Cooling, LLC is a  
3 company authorized to do business in Arizona.

4  
5 13. Defendant Joey's General Contractor Heating and Cooling, LLC was  
6 Plaintiff's employer as defined by 29 U.S.C. § 203(d).

7  
8 14. Defendant Joey's General Contractor Heating and Cooling, LLC was  
9 Plaintiff's employer as defined by A.R.S. § 23-362(B).

10 15. Defendant Joey's General Contractor Heating and Cooling, LLC was  
11 Plaintiff's employer as defined by A.R.S. § 23-350(3).

12 16. Defendant Luis Redrovan is an Arizona resident.

13 17. Defendant Luis Redrovan has directly caused events to take place giving rise  
14 to this action.

15  
16 18. Defendant Luis Redrovan is the owner of Joey's General Contractor Heating  
17 and Cooling, LLC.

18 19. Defendant Luis Redrovan is a manager of Joey's General Contractor Heating  
19 and Cooling, LLC.

20  
21 20. Defendant Luis Redrovan is an employer of Joey's General Contractor  
22 Heating and Cooling, LLC.

23 21. Defendant Luis Redrovan is a member of Joey's General Contractor Heating  
24 and Cooling, LLC.

25  
26 22. Defendant Luis Redrovan has been at all relevant times Plaintiff's employer  
27 as defined by 29 U.S.C. § 203(d).

28 23. Defendant Luis Redrovan has been at all relevant times Plaintiff's employer

1 as defined by A.R.S. § 23-362(B).

2 24. The FLSA defines “employer” as any individual who acts directly or  
3 indirectly in the interest of an employer in relation to an employee. Therefore, under the  
4 FLSA, Defendant Luis Redrovan is an employer.  
5

6 25. Defendant Luis Redrovan had to the authority to hire and fire employees.

7 26. Defendant Luis Redrovan had to the authority to hire and fire Plaintiff  
8 Armando Munoz.  
9

10 27. Defendant Luis Redrovan interviewed and hired Plaintiff Armando Munoz.

11 28. Defendant Luis Redrovan supervised and controlled Plaintiff’s work  
12 schedules or the conditions of Plaintiff’s employment.  
13

14 29. Defendant Luis Redrovan trained Plaintiff and would contact him to check  
15 up on the status of jobs.

16 30. Defendant Luis Redrovan determined the rate and method of Plaintiff’s  
17 payment of wages.  
18

19 31. Defendant Luis Redrovan told Plaintiff he would be paid \$140 dollars a day.

20 32. As a person who acted in the interest of the previously identified corporate  
21 entity in relation to the company’s employees, Defendant Luis Redrovan is subject to  
22 individual and personal liability under the FLSA.  
23

24 33. Defendant Elizabeth Redrovan is an Arizona resident.

25 34. Defendant Elizabeth Redrovan has directly caused events to take place  
26 giving rise to this action.

27 35. Defendant Elizabeth Redrovan is the owner of Joey’s General Contractor  
28 Heating and Cooling, LLC.

1           36. Defendant Elizabeth Redrovan is a manager of Joey’s General Contractor  
2 Heating and Cooling, LLC.

3           37. Defendant Elizabeth Redrovan is an employer of Joey’s General Contractor  
4 Heating and Cooling, LLC.

5           38. Defendant Elizabeth Redrovan is a member of Joey’s General Contractor  
6 Heating and Cooling, LLC.

7           39. Defendant Elizabeth Redrovan has been at all relevant times Plaintiff’s  
8 employer as defined by 29 U.S.C. § 203(d).

9           40. Defendant Elizabeth Redrovan has been at all relevant times Plaintiff’s  
10 employer as defined by A.R.S. § 23-362(B).

11           41. The FLSA defines “employer” as any individual who acts directly or  
12 indirectly in the interest of an employer in relation to an employee. Therefore, under the  
13 FLSA, Defendant Elizabeth Redrovan is an employer.

14           42. Defendant Elizabeth Redrovan supervised and controlled Plaintiff’s work  
15 schedules or the conditions of Plaintiff’s employment.

16           43. Plaintiff would text Defendant Elizabeth Redrovan his hours.

17           44. Defendant Elizabeth Redrovan determined the rate and method of Plaintiff’s  
18 payment of wages.

19           45. Defendant Elizabeth Redrovan ran payroll.

20           46. As a person who acted in the interest of the previously identified corporate  
21 entity in relation to the company’s employees, Defendant Elizabeth Redrovan is subject to  
22 individual and personal liability under the FLSA.

23           47. Upon reasonable belief, during Plaintiff’s employment with Defendants,  
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1 Defendant Elizabeth Redrovan and Defendant Luis Redrovan were legally married.

2 48. Defendant Elizabeth Redrovan and Defendant Luis Redrovan have caused  
3 events to take place giving rise to this action as to which their marital community is fully  
4 liable.  
5

6 49. Under the principle of marital community property, actions by one individual  
7 are imputed on the marital community property.  
8

9 50. Plaintiff further informed, believes, and thereon alleges that each of the  
10 Defendants herein gave consent to, ratified, and authorized the acts of all other Defendants,  
11 as alleged herein.

12 51. Defendants, and each of them, are sued in both their individual and corporate  
13 capacities.  
14

15 52. Defendants are jointly and severally liable for the injuries and damages  
16 sustained by Plaintiff.

17 53. At all relevant times, Plaintiff, in his work for Defendants, was engaged in  
18 commerce or the production of goods for commerce.

19 54. At all relevant times, Plaintiff, in his work for Defendants, was engaged in  
20 interstate commerce.

21 55. Plaintiff, in his work for Defendants, regularly handled goods produced and  
22 transported in interstate commerce.  
23

24 56. Plaintiff would use the telephone for communication with Defendants.

25 57. Plaintiff is a covered employee under individual coverage.  
26

27 **FACTUAL ALLEGATIONS**

28 58. The entity Defendant is a construction company.

1           59. On or around July 2, 2021, Plaintiff Armando Munoz commenced  
2 employment with Defendants as an apprentice.

3           60. Plaintiff's primary job duties included installing piping and drainage.

4           61. From on or around July 2, 2021, to on or around October 8, 2021, Plaintiff  
5 Armando Munoz was supposed to be paid at a rate of \$140 dollars a day.  
6

7           62. Plaintiff was a non-exempt employee.

8           63. Plaintiff has not been paid his final wages.

9           64. Plaintiff is owed approximately \$1,477.

10          65. Defendants failed to properly compensate Plaintiff for his hours worked.

11          66. Plaintiff, therefore, did not receive his FLSA minimum wage or Arizona  
12 minimum wage.  
13

14          67. Defendants wrongfully withheld wages from Plaintiff by failing to pay all  
15 wages due on his next paycheck.  
16

17          68. Defendants refused and/or failed to properly disclose or apprise Plaintiff of  
18 his rights under the FLSA.  
19

20          69. Defendants failed to post and keep posted in a conspicuous place the required  
21 poster / notice explaining their employee rights under the FLSA pursuant to 29 C.F.R. §  
22 516.4.  
23

24          70. Defendants' failure and/or refusal to compensate Plaintiff at the rates and  
25 amounts required by the FLSA were willful.

26                                   **COUNT I**  
27                                   **(FAILURE TO PAY MINIMUM WAGE – FLSA – 29 U.S.C. § 206)**

28          71. Plaintiff incorporates by reference all of the above allegations as though fully  
set forth herein.





1 set forth herein.

2 83. At all relevant times, Plaintiff was employed by Defendants within the  
3 meaning of the Arizona Minimum Wage Statute.

4 84. Defendants intentionally failed and/or refused to pay Plaintiff's full  
5 minimum wages according to the provisions of the Arizona Minimum Wage Statute.

6 85. In addition to the amount of unpaid minimum wage owed to Plaintiff, he is  
7 entitled to recover an additional amount equal to twice the underpaid wages and interest  
8 pursuant to A.R.S. § 23-364(g).

9 86. Plaintiff is also entitled to an award of attorneys' fees and costs pursuant to  
10 A.R.S. § 23-364(g).

11 **COUNT III**  
12 **(FAILURE TO TIMELY PAY WAGES DUE – ARIZONA WAGE STATUTE)**  
13 **(ONLY AGAINST DEFENDANT JOEY'S GENERAL CONTRACTOR HEATING**  
14 **AND COOLING, LLC)**

15 87. Plaintiff incorporates by reference all of the above allegations as though fully  
16 set forth herein.

17 88. At all relevant times, Plaintiff was employed by Defendant Joey's General  
18 Contractor Heating and Cooling, LLC within the meaning of the Arizona Wage Statute.

19 89. Defendant Joey's General Contractor Heating and Cooling, LLC was aware  
20 of its obligation to pay timely wages pursuant to A.R.S. § 23-351.

21 90. Defendant Joey's General Contractor Heating and Cooling, LLC was aware  
22 that, under A.R.S. § 23-353, it was obligated to pay all wages due to Plaintiff.

23 91. Defendant Joey's General Contractor Heating and Cooling, LLC failed to  
24 timely pay Plaintiff his wages due without a good faith basis for withholding the wages.

25 92. Defendant Joey's General Contractor Heating and Cooling, LLC has  
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1 willfully failed and refused to timely pay wages due to Plaintiff.

2 93. As a result of Defendant Joey's General Contractor Heating and Cooling,  
3 LLC unlawful acts, Plaintiff is entitled to the statutory remedies provided pursuant to  
4 A.R.S. § 23-355.  
5

### 6 **CONCLUSION AND PRAYER FOR RELIEF**

7 **WHEREFORE**, Plaintiff prays:

8 A. For the Court to declare and find that the Defendants committed the  
9 following acts:

10 i. violated minimum wage provisions of the FLSA, 29 U.S.C. § 206, by  
11 failing to pay minimum wages;

12 ii. willfully violated minimum wage provisions of the FLSA, 29 U.S.C. §  
13 206, by failing to pay minimum wages;

14 iii. violated minimum wage provisions of the Arizona Minimum Wage  
15 Statute, by failing to pay minimum wages;

16 iv. willfully violated minimum wage provisions of the Arizona Minimum  
17 Wage Statute, by failing to pay minimum wages;

18 v. willfully violated the Arizona Wage Statute by failing to timely pay all  
19 wages due to Plaintiff;

20 B. For the Court to award compensatory damages, including liquidated or  
21 double damages, and / or treble damages, to be determined at trial;

22 C. For the Court to award interest on all wage compensation due accruing from  
23 the date such amounts were due under all causes of action set forth herein;

24 D. For the Court to award such other monetary, injunctive, equitable, and  
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1 declaratory relief as the Court deems just and proper;

2 E. For the Court to award Plaintiff reasonable attorneys' fees and costs pursuant  
3 to 29 U.S.C. § 216(b), A.R.S. § 23-364(g), and all other causes of action set  
4 forth herein;

5 F. Any other remedies or judgments deemed just and equitable by this Court;

6  
7 **JURY DEMAND**

8 Plaintiff hereby demands a trial by jury of all issues so triable.

9  
10 RESPECTFULLY SUBMITTED November 19, 2021.

11 **ZOLDAN LAW GROUP, PLLC**

12 By: /s/ Jason Barrat

13 5050 N. 40<sup>th</sup> St., Suite 260

14 Phoenix, AZ 85018

15 Attorneys for Plaintiff  
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**VERIFICATION**

Plaintiff Armando Munoz declares under penalty of perjury that he has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on his personal knowledge, except as to those matters stated upon information and belief, and as to those matters, he believes them to be true.



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Armando Munoz